Madrid CSD Madrid EA 8/15/2005 8/14/2008

# COMPREHENSIVE AGREEMENT BETWEEN THE

MADRID COMMUNITY SCHOOL DISTRICT

AND THE

MADRID EDUCATION ASSOCIATION

2004-2005

TO

2007-2008

## **AGREEMENT**

# Index

<b>Article</b>		<u>Page</u>
	Agreement	1
1	Recognition	2
2	Savings	2
2 3	Impasse Procedure	2 2 2
4	Grievance Procedure	2 - 4
4 5	Vacancy Procedure	4
6	Staff Reduction Procedure	4 - 5
7	Evaluation Procedure	5
8	In-Service	6
9	Dues Deduction	6 - 7
10	Health and Safety Matters	7
11	Salary Schedule	7 - 9
12	Supplemental Pay Schedule	9
13	Mentoring	9
14	Insurance	10 - 11
15	Leaves of Absence	11 - 14
16	Employee Service Year	14
17	Hours	14
18	Duration	15
ppendix "A"	Grievance Report	16 - 17
ppendix "B"	Salary Schedule	18
ppendix "C"	Supplemental Pay Schedule	19 - 20

## **AGREEMENT**

This Agreement is entered into by and between the Madrid Community School District, hereinafter referred to as the "Employer", and the Madrid Education Association, hereinafter referred to as the "Association". Said Agreement represents the complete and final agreement on all items negotiated between the Employer and Association.

#### **ARTICLE 1**

## RECOGNITION

The Employer recognizes the Madrid Education Association as the certified exclusive and sole bargaining representative as set forth in the PERB certification instrument (Case No. 803) issued by the PERB on the 25th day of October, 1976.

The unit described in the above certification is as follows:

INCLUDED: All full-time and regular half-time professional non-supervisory Employees,

specifically classroom teachers, librarian, guidance counselor and all teachers

operating under federally funded programs (Title I, II, and III).

EXCLUDED: Superintendent, principals, all non-professional employees and all other persons

excluded by Section 4 of the Iowa Public Relations Act.

## **ARTICLE 2**

## **SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Regarding the part of the provision of the Agreement declared illegal or invalid, the parties shall meet and discuss a substitute provision(s) for those parts or provisions rendered or declared illegal or invalid.

#### **ARTICLE 3**

#### IMPASSE PROCEDURE

The impasse procedure will follow the PERB guidelines. When going to arbitration, PERB will be requested to send a list of seven names from which the arbitrator will be chosen.

#### **ARTICLE 4**

## **GRIEVANCE PROCEDURE**

## **PURPOSE**

The purpose of the Grievance Procedure is to secure, at the lowest possible level, solutions to grievances. The parties agree that an orderly and expeditious resolution of grievances is desirable.

A grievance shall mean a complaint that there has been a violation of an expressed provision of this Agreement. The aggrieved Employee is the Employee making the complaint.

#### **PROCEDURE**

It is expressly agreed and understood that no Employee or the Association shall have the right to compel the arbitration of a grievance without the written consent of the other. An aggrieved Employee may elect not to have an Association representative present at the grievance meeting(s) and he/she can process grievance without Association representation. The grievance form will be furnished by the Employer and be available at the building principal's office.

#### LEVEL 1

Any Employee having a grievance shall attempt to adjust the matter with his/her building principal within five (5) days from its occurrence.

#### LEVEL 2

A grievance which is not settled at Level 1 shall be placed in writing within five (5) workdays and signed by the aggrieved Employee and presented to the building principal for his/her decision in writing, which shall be given within seven (7) workdays. At the option of the aggrieved Employee, the Association representative may be present at Level 2. If said representative is present, the principal may also elect to have another party present.

#### LEVEL 3

If the grievance is not settled satisfactorily at Level 2, it shall be appealed to the superintendent or his/her designated representative within five (5) workdays. The superintendent or his/her designated representative agrees to meet with the Madrid Education Association representative within ten (10) workdays from receiving date of appeal. The principal may attend if requested by either party. The superintendent or his/her designated representative shall give a written answer at such meeting or within ten (10) workdays after the Level 3 meeting is held.

#### LEVEL 4

In the event the grievance is not disposed of at Level 3, either Employer or Association may, within ten (10) workdays from the final answer at Level 3, submit such matter to binding arbitration by notice in writing to the other party of intent to arbitrate.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Level 2 of the grievance procedures. If a grievance is not presented within the time limits specified in this article, it shall be considered waived. If a grievance is not appealed to the next level within the specified time limits, it shall be considered settled on the basis of the Employer representative's last answer. The time limits in the grievance procedure may be extended by mutual agreement of the parties.

If a grievance occurs at the end of the school year such that there is insufficient time to process the grievance before school ends, the time limits set forth in this procedure shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

After either party hereto has so notified the other of its referral to arbitration, the parties will meet within ten (10) workdays after receipts by either party hereto of notice of referral to arbitration to select an arbitrator or to request in writing the Federal Mediation and Councilation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Within five (5) workdays after receipt of said panel arbitrators, the parties will meet to select the sole arbitrator at one sitting. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The party requesting arbitration will remove the first name. The arbitrator whose name remains on said list shall be accepted by both parties as the sole arbitrator.

The fees and expenses of the arbitrator will be shared equally by the parties. Released time and compensated time are not applicable to the grievance and arbitration procedure. Processing of any grievance shall be conducted outside the normal workday. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, to alter, to detract from, or to add to the provisions of this Agreement.

The arbitrator's decision will be final and binding on both parties. All grievance and arbitration meetings under this article are to be held in private and are not open to the public.

Reference is made to Appendix A for the agreed upon grievance form.

#### ARTICLE 5

## **VACANCY PROCEDURE**

After a permanent vacancy has occurred, the superintendent will post a notice regarding such in each building. During the summer the Association President or Association Designee will be notified of vacancies.

Any Employee may apply for said vacancy by making such application in writing to the superintendent within five (5) days of posting.

#### **ARTICLE 6**

## STAFF REDUCTION PROCEDURE

A. In the event that the Employer finds for declining enrollment, for financial restrictions or limitations, or for other reasons may determine that it is necessary to have a reduction in staff, the Employer shall attempt to accomplish such by attrition. In the event that a choice must be made between two or more Employees who are judged by the Employer, to have equal, comparable skill, ability, competence and qualifications, and in consideration of District needs, such layoff or failure to renew contracts will affect the Employee(s) with lessor seniority within the following areas: K-6, 7-12 (within subject areas), and federal or state programs funded by earmarked monies, e.g., Chapter I.

Seniority means an Employee's length of continuous service with the Employer. Seniority shall be frozen while on paid or unpaid leaves of absence or layoff.

Once the decision regarding staff reduction is made, the parties shall follow Chapter 279 of the Iowa Code.

#### B. Notification

- 1. The Employer shall provide written notice to the affected unit Employee(s) of such possible reductions of staff that may become effective the following year.
- 2. The above notice shall be given to potentially affected personnel and the Association as soon as practical or by April 15 of each year.
- 3. Should personnel designated by the Employer for termination fail to give their written resignation by April 10 of each year, the Employer shall provide for termination under the applicable provisions of the Code of Iowa.

#### C. Recall

Any Employee terminated pursuant to need for reduction of staff position shall be recalled in the reverse order of layoff, provided the Employee is qualified for the vacancy. The Employee shall be eligible for recall for a period of one (1) year. It shall be the Employee's responsibility to keep the Employer informed of said Employee's current address.

An Employee who is recalled and returns to work would be placed one (1) step higher on the salary schedule than he/she was at the time of layoff.

#### **ARTICLE 7**

## **EVALUATION PROCEDURE**

The classroom teaching performance of regular full-time and half-time first and second year classroom Employees shall be formally evaluated by the appropriate principal or supervisor a minimum of two times each school year. Beyond their second year of service, classroom Employees will be evaluated by the appropriate principal or supervisor as deemed necessary by administration. (Minimally once every third year.)

Employees who will be evaluated shall be informed as soon as possible after the beginning of the school year of the District's formal evaluation procedures by the principal prior to any formal evaluation.

Results of formal classroom observations shall be in writing, with a copy to be given to the Employee, and shall be preceded by an in-class observation of at least twenty (20) consecutive minutes.

The evaluator and the Employee evaluated shall schedule, within five (5) school days following the classroom evaluation, a meeting to discuss the classroom observation.

As part of the post observation conference, the teacher and evaluator shall review the teacher's status in meeting the eight Iowa Teaching Standards. If the evaluator determines that the teacher is not meeting all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and if by the end of March, all standards have not been met the teacher will be placed in the Tier III Teacher Assistance Program at the appropriate level

The Employee shall have the right to submit for inclusion in his/her personnel file an explanation or other written statement regarding any formal evaluation.

This article deals with one method of Employee evaluation -- formal evaluation of classroom teaching performance. Nothing in this article is to be construed as precluding evaluation of Employees by other means deemed appropriate by the administration of the district.

## **ARTICLE 8**

## **IN-SERVICE**

## Make-Up

The In-Service Committee shall consist of administrative representative(s) and teacher selected representative(s) from the unit.

## Responsibilities

An In-Service Committee with teacher representation shall be established for the purpose of making recommendations and suggestions to the Employer on the structure, subject, and content of the District's in-service training program. The Superintendent will consider the committee's input in determining his/her decision.

## **ARTICLE 9**

## **DUES DEDUCTION**

## A. Authorization

Any Employee who is a member of the Association may sign and deliver to the Board Secretary an assignment authorizing payroll deduction for professional dues. The Association will inform its members of the dues deduction system and provide the necessary authorization cards for the deduction.

#### B. Definition of Dues

Deduction for dues shall be limited to dues for the current year. This does not include collecting for initiation fees, special assessments, back dues, fines, or similar items.

#### C. Regular <u>Deduction</u>

Pursuant to a deduction authorization the Board Secretary shall deduct a set amount from the regular salary check of the Employee each month for eight months beginning in October and ending in May of each year. The amount to be deducted from each Employee's check shall be set by the Association and shall be the same for each Employee.

#### D. Duration

Such authorization shall continue in effect for one year. A new deduction check-off authorization card will be required for each year. The authorization card must be in the hands of the Board Secretary by October 1 of each year.

## E. <u>Termination</u>

A member may terminate the deduction check-off at any time by giving thirty (30) days written notice to the Board Secretary.

## F. Protection Clauses

The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

Computational errors will be corrected by the parties.

## **ARTICLE 10**

#### **HEALTH AND SAFETY MATTERS**

The Employer will attempt to provide a safe place of employment for all Employees. Employees are encouraged to be alert for unsafe conditions and practices and to report these immediately to the Employer.

Employees shall observe all rules and regulations established by the Employer for the protection of life, limb, and health, and for the preservation of School District property.

All personnel of the school are required to submit evidence from a medical doctor indicating that they are free of communicable disease and otherwise in good physical health at the time of initial employment with the District. Such reports will then be required at three (3) year intervals. All such medical records will be maintained by staff as per Department of Education and State Statute so required.

If for any reason the health factor of an individual is of concern, the Employer reserves the right to request that a physical examination be administered at its expense by a medical doctor of its choice. Reports of such examination shall be completed on forms supplied by the school and available through the office of the Superintendent.

New Employees will pay for their initial physical examination. Upon receipt of the actual out-of-pocket expenses, the Employer will pay up to fifty dollars (\$50.00) toward the cost of the required physical examination for a continuing employee. Any charges in excess of this sum shall be paid by the employee.

## **ARTICLE 11**

#### SALARY SCHEDULE

#### **Schedule**

The salary schedule of each regular full-time Employee covered by the regular salary schedule is set forth in Appendix "B" which is attached hereto and made a part of this Agreement.

#### A. Placement on Salary Schedule

1. Each Employee will be placed on his/her proper job classification and step of the salary schedule as of the effective date of this agreement.

- 2. New Employees coming into the school district may receive credit for teaching in other properly accredited school systems up to and including seven (7) years, Such credit will be at the discretion of the Superintendent and this prior experience must be immediately preceding the date of employment with the Madrid Community School District.
- 3. A year of seniority consists of employment in the Madrid Community School District for one semester or more in one school year.
- 4. The Employer reserves the right to pay above the schedule if the Employer deems it necessary to staff critical teacher vacancies.

## B. Advancement on Salary Schedule

- 1. All semester hours credit the Employee is requesting to be applied toward advancement in the job classification of the salary schedule must be NCA approved graduate level courses. In order for hours to be considered for advancement on the salary schedule, the Employee must receive the approval of the Superintendent prior to enrollment in the course.
- 2. The Employee must file in writing to the Employer an "intent to change job classification", no later than March 1 of the preceding contract year in order to later apply for that change. To change job classification, the Employeemust request such change in writing and submit evidence of successful completion of required course work to the Superintendent no later than August 30 of the effected contract year. This course work must be substantiated by grade transcripts from an approved college or university no later than September 30.
- 3. All hours earned toward job classification advancement must be earned within a ten (10) year period.
- 4. An Employee will only be allowed to make one (1) vertical and/or one (1) horizontal lane change on Appendix "B" per contract year.

#### C. Method of Payment

- 1. Each Employee shall be paid in nine (9) or twelve (12) equal installments on the 20th day of each month. Employees shall receive their check at their regular building, and on regular school days with the following exceptions:
  - a. When a date falls on or during the school holiday, vacation, or weekend, Employees shall receive their paycheck on the last previous working school day.
  - b. Summer checks, other than for summer school teachers, will be mailed on the 20th day of each month to the teacher's designated address.
- 2. New Employees may be paid in two (2) installments for their first month of employment.

## D. Extended Contracts

For general extended contract working days, time worked will be paid for as determined by the Employer. Summer driver education, summer band and coaching is not treated as an extended contract. A general workday will consist of at least eight hours, excluding lunch periods, with time and length of employment and daily hours of work to be determined by the Employer.

## E. Summer Classroom Teaching

Summer classroom teaching positions, time and length of each workday, duration, and pay will be determined by the Employer.

## F. Teacher Education Requirements

- 1. Degree teachers will seek further education as deemed necessary for state requirements, unless those requirements fall below six semester hours, in "teaching" field every ten years.
- 2. Hours of credit to be applied to the salary schedule must receive prior approval of the Superintendent.

## **ARTICLE 12**

## SUPPLEMENTAL PAY SCHEDULE

## A. Supplemental Assignments

- 1. Supplemental assignments, other than regular classroom duties shall be issued at the Employer's discretion. Refer to Supplemental Pay Schedule, Appendix "C".
- 2. Extra-curricular and/or co-curricular assignments for which an employee receives compensation according to the Supplemental Pay Schedule shall be on an individually assigned basis by the Superintendent. This agreement shall be between the Employee performing the service and the Employer.

## B. <u>Traveling Expenses</u>

Employees who use their personal automobiles will be reimbursed for school connected travel approved by the administration at the rate concurrent with Senate File 499 or 79.90, Code of Iowa.

## **ARTICLE 13**

## **MENTORING**

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentoring program and the wage associated with that program, is based u0pon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program.

#### **ARTICLE 14**

#### **INSURANCE**

## A. Hospital and Major Medical Insurance

- 1. The Employer's contribution for the 2005-2006 school year shall not exceed three hundred seventeen dollars and 32 cents (\$317.32) per month toward the premium for individual coverage for each full-time Employee who qualifies. If the monthly premium is less than \$317.32 the cash difference should be applied toward family insurance or paid to the employee.
- 2. The Hospital and Major Medical Insurance coverage will be comparable in benefits to the coverage provided during the previous school year.
- 3. The Employer shall select the insurance carrier and reserves the right to change carriers at its discretion.

## B. Life and Accidental Death and Dismemberment

- 1. Each regular full-time Employee shall be covered by a twenty thousand dollars (\$20,000.00) term life insurance policy paid for by the Employer.
- 2. The Employer shall select the insurance carrier and reserves the right to change carriers at its discretion.

## C. <u>Disability</u>

- 1. Each regular full-time Employee shall be covered by a long-term accident and sickness disability insurance policy paid for by the Employer.
- 2. The maximum monthly income benefit will be per insurance policy.

Maximum Benefit Period (For Sickness or Injury): The Insured Person's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

Age at Disability	Maximum Benefit Period
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

- 3. A three (3) consecutive month qualifying period must be completed before any disability payments are made, or the expiration of sick leave, which ever comes later.
- 4. The Employer shall select the insurance carrier and reserves the right to change carriers at its discretion.

## D. Duration of Insurance Contribution

- 1. Hospital, Major Medical, Life Insurance, and Long Term Disability premiums paid for by the Employer will cease when an Employee is on unpaid leave of absence.
- 2. Employees new to the district shall be eligible for insurance contribution starting upon the completion of the carriers required waiting period and continues as long as the Employee is compensated by the Employer.
- 3. The Employer shall provide each new Employee a description of the insurance coverage provided.

## E. Claims Against the School District

- 1. It is understood that the Employer's only obligation is to provide insurance coverage and pay premiums as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.
- 2. The insurance carrier has specifically stated that an Employee will be allowed to make premium payments for one (1) year only if granted unpaid leave of absence is approved by the Board of Education. The Employee will be covered only by Hospital and Major Medical Insurance and Life and Accidental Death and Dismemberment. Disability will not be covered since this insurance covers income and the Employee is not being paid by the Employer.

#### **ARTICLE 15**

#### **LEAVES OF ABSENCE**

## A. Sick Leave

1. Regular full-time Employees will be granted leave of absence for Employee illness or injury with full pay in the following amounts:

1st year of employment		10 work days
2nd year of employment		11 work days
3rd year of employment		12 work days
4th year of employment		13 work days
5th year of employment		14 work days
6th year and subsequent		
years of employment	1	15 work days

Regular half-time Employees will earn and accumulate sick leave at fifty percent (50%) of the above schedule.

- 2. The unused sick days shall be cumulative to a maximum of ninety (90) work days for full-time and forty-five (45) work days for half-time Employees.
- 3. Sick leave earned and accumulated shall apply only to consecutive years of employment in the Madrid Community School District.

- 4. The Employee shall notify the Employer in advance in cases where the Employee anticipates an illness or temporary disability, which may result in absence of more than five (5) work days.
- 5. In order to qualify for payment, the Employer has the right to require such evidence as it deems necessary to substantiate the absence. It shall be the Employee's responsibility to notify the Employer at the earliest reasonable time possible so as to allow adequate time to secure a substitute.
- 6. Sick leave cannot be used where deferment of medical treatment would be possible at a time other than during the school year.
- 7. The minimum amount of sick leave request that can be granted is one half (1/2) workday.
- 8. All accumulated sick leave is forfeited upon the termination of employment.
- 9. The Employer may require such reasonable evidence, as it may desire confirming the necessity for any sick leave.
- 10. Employees shall be given a personal copy of a written accounting of accumulated sick leave days no later than October 1 of each school year.

## B. Family Emergency Leave

- 1. Three (3) paid days per year of emergency family leave may be granted, with administrative approval, for an employee to care for his/her sick spouse child, mother or father, mother/father-in-law.
- 2. Family emergency leave is not cumulative from one contract year to the next.
- 3. This leave will be deducted from the employee's accumulated sick leave.

## C. Personal Business Leave

- 1. Each regular full-time Employee will be allowed two (2) paid days of personal business leave to be granted at the discretion of the Superintendent and/or his/her designated representative.
- 2. Each regular half-time Employee will be allowed one (1) paid day of personal business leave to be granted at the discretion of the Superintendent and/or his/her designated representative.
- 3. No personal business leave for less than one half (1/2) workday will be granted.
- 4. Teachers who do not use both days of their personal business leave will be allowed to carry unused days over to the next school year. Teachers will not be able to accumulate more than four (4) days.
- 5. At least three (3) schools days advance request shall be made to the appropriate administrator except in emergency situations.
- 6. Normal use of personal business leave must be for a purpose, which can not be accomplished during non-school days or during non-school hours.

- 7. No more than two (2) teachers per building will be permitted to use personal business leave on the same day.
- 8. Personal business leave shall not be utilized as a vacation and will not be granted immediately preceding or following a regularly scheduled vacation period nor during the first or last week of school.

## D. Professional Leave

Attendance of educational meetings or visitations to view other instructional techniques or programs are permitted with full pay if such absence is approved by the Superintendent. The Superintendent may require an Employee to attend this type of meeting and under these circumstances said Employee will be reimbursed for personal car travel and registration fees. If overnight stay is required, meals and lodging will be provided subject to prior approval by the administrator.

## E. Bereavement

- 1. An Employee may be allowed up to five (5) days leave without pay deduction in the event of the death of the Employee's spouse, child, mother, or father.
- 2. An Employee may be allowed up to three (3) days leave without pay deduction in the event of death of other members of the Employee's immediate family to include: mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, and son-in-law. Also grandparents and grandparents-in-law, and grandchildren.
- 3. An Employee may be allowed one (1) day leave without pay deduction to attend the funeral of a relative.
- 4. Bereavement leave is not cumulative from one contract year to the next.

#### F. Association Leave

Up to four (4) workdays per contract year will be available for two (2) unit Employees to attend association business outside the school district. The cost of the substitute teacher will be at the expense of the Association. Two (2) Employees from the same building will not be gone at the same time for Association leave. This paid leave is not cumulative from one contract year to the next.

## G. <u>Unpaid Leave</u>

In the event that an Employee requests a leave of absence from work without pay, said request will be made in writing, stating the reason(s) and sent to the Superintendent. The Superintendent will consider each request on its individual merits before rendering his/her decision.

In A, B, C, D, E and F above only compensable workdays missed will be paid for by the Employer.

#### **ARTICLE 16**

## EMPLOYEE SERVICE YEAR

- A. Holiday and in-service days are considered days of service and compensation for same is included in the annual schedule. Days of vacation are not considered as holidays or days of service. The principle of paid vacations is not applicable to regular contract Employees due to the fact the unit Employees are paid on the basis of a specified number of contract year days.
- B. The Employer recognizes the following five (5) paid holidays during the service year: Labor Day, Thanksgiving Day, Christmas Day, New Years Day and Memorial Day (if school has not been dismissed for the summer). No Employee shall be required to perform duties on any of the above holidays.
  - In addition, one (1) of the days following Parent Teacher Conferences will be considered a paid holiday and Employees shall not be required to perform academic duties on this day.
- C. With the exception of school dismissal due to inclement weather, including extreme heat or cold, employees attendance may be required at the discretion of the administration whenever student attendance is not required. Such days of required Employee attendance shall count as contract days.
- D. The Employer shall not be liable for Employee's salaries during the time schools are closed by order of the Board of Health or civil authorities. However, full salaries will be paid for time made up for the closing of school.

#### **ARTICLE 17**

## **HOURS**

## A. Work Day

- 1. The general workday at school for Employees not having compensated extra assignments shall be eight (8) hours.
- 2. The Employer shall determine and establish the arrival and departure time for each workday (including teaching and non-teaching contract days) for each Employee.
- 3. It is recognized that the total school program includes: in-service, faculty meetings, parent-teacher conferences, open houses and other similar public relations programs. In these instances, Employees will be working more than an eight hour day. Participation in the total school program as described above will be without additional compensation except for those extra and co-curricular assignments covered under the Supplemental Pay Schedule.
- 4. Employees may be allowed to leave on Fridays or prior to holidays after all their responsibilities have been concluded as determined by the administrator in charge. In these instances, the Employee may be working less than an eight (8) hour day.
- 5. Employees shall be responsible for such other duties connected with the public schools in the District as may be assigned by the Employer.

## **ARTICLE 18**

#### **DURATION**

This agreement shall become effective August 15, 2004 and shall continue in full force and effect without change, except for the sections stated below, until midnight, August 14, 2008, and shall be automatically renewed from year to year thereafter, unless (prior to the automatic renewal date) either party gives notice of its desire to modify, amend, or terminate this Agreement as hereinafter provided.

If either party shall desire to modify, amend, or terminate this Agreement, it shall at least thirty (30) days prior to September 1, 2008 or any subsequent September 1, give written notice to the other party, expressing such intention. A receipt of said notice will be given to each party.

On August 15, 2004 only the economic portions of the following Articles of, or Appendices to, to this Agreement may be opened for negotiating possible increases or decreases that may become effective beginning the second, third and/or fourth year of this Agreement. The language contained in each Article or Appendix is not subject to negotiations. Said Articles or Appendices that may be opened are: Salary Schedule -- Appendix B, Supplemental; Pay Schedule -- Appendix C and Insurance Article 13.

This Agreement superseded and cancels all previous agreements and practices between the Employer and the Association or any Employee(s) and constitutes the complete and final Agreement between the parties, and concludes collective bargaining for its term.

During the life of this Agreement, neither the Employer or the Association will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement with the following exception:

In the event that the Legislature provides additional new monies and/or makes any changes that impact the language and/or administration of the contract we will reopen negotiations for the affected article(s).

Signed this 10th day of	<u>May</u> , 2004.
Employer Madrid Community School District	Association  Madrid Community Education Association
By Duck President, Board of Education	By <u>Jenuse M. Huveley</u> Association President
By James R Birgman Chief Negotiator	By Carly Robal Chief Nogotiator
By Superintendent of Schools	By Anda Lilia Association Representative

## APPENDIX "A"

## **GRIEVANCE REPORT**

## Level 2: AGGRIEVED EMPLOYEE SECTION

Date Filed with Employer	
Building	
Name of Aggrieved Person	
Date Violation Occurred	
Statement of Grievance:	
Adjustment Desired:	
Date	
	Signature of Aggrieved Employee
EMPLOYER SECTION	
Employer's Answer:	
Date	
<del></del>	Signature of Building Principal

# Appendix "A" continued

Level 3: AGGRIEVED EMPLOYEE SI	<u>ECTION</u>	1		
Concurrence with Employer answer? Y	es (	)	No (	)
Action Taken:				
Date				
		•		gnature of Aggrieved Employee
EMPLOYER SECTION	_ ~ ~ ~ ~ .			
Employer's Answer:				<del></del>
Date				Signature of Superintendent
Level 4: AGGRIEVED EMPLOYEE S				
Concurrence with Employer answer?	Yes (	)	No (	)
Action Taken:				
·				
Date			Si	gnature of Aggrieved Employee

## Madrid Community School District Salary Schedule 2005/2006

BASE SALARY: INCREASE:	24,825 620					
				BA + 42		
STEP	<u>BA</u>	BA + 15	BA+28	MA	MA +15	MA + 30
1	24,825	25,415	26,105	26,795	27,485	28,175
2	25,365	26,055	26,845	27,635	28,425	29,215
3	25,905	26,695	27,585	28,475	29,365	30,255
4	26,445	27,335	28,325	29,315	30,305	31,295
5	27,025	28,015	29,105	30,195	31,285	32,375
6	27,605	28,695	29,885	31,075	32,265	33,455
7	28,185	29,375	30,665	31,955	33,245	34,535
8	28,765	30,055	31,445	32,835	34,225	35,615
9	29,380	30,770	32,260	33,750	35,240	
10	29,380	31,485	32,200	34,665	36,255	36,730
					30,233 37,270	37,845
11	30,610	32,200	33,890	35,580		38,960
12	31,225	32,915	34,705	36,495	38,285	40,075
13	31,840	33,630	35,520	37,410	39,300	41,190
. 14	32,455	34,345	36,335	38,325	40,315	42,305
CADEED INCDEMENT.						
CAREER INCREMENT:	22.025	24.015	27.005	20.005	41 105	42.075
15	32,925	34,915	37,005	39,095	41,185	43,275
16	33,395	35,485	37,675	39,865	42,055	44,245
17	33,865	36,055	38,345	40,635	42,925	45,215
18	34,335	36,625	39,015	41,405	43,795	46,185
19	34,805 35,275	37,195 27,765	39,685	42,175	44,665 45,535	47,155
20	35,275	37,765	40,355	42,945	45,535	48,125
21	35,745	38,335	41,025	43,715	46,405	49,095
22		38,905	41,695	44,485	47,275	50,065
23		39,475	42,365	45,255	48,145	51,035
24			43,035	46,025	49,015	52,005
25			43,705	46,795	49,885	52,975
	:	Step & Dollar Iı	ncrements			
				BA + 42		
<u>STEP</u>	<u>BA</u>	BA + 15	BA + 28	MA	MA + 15	MA + 30
<u>5 1 2 1 </u>			211 1 20	1111	TVATA I IL	WATE 1 DO
1 - 4	540	640	740	840	940	1,040
5 - 8	580	680	780	880	980	1,080
9 - 14	615	715	815	915	1,015	1,115
		Career Inc			ŕ	,
		542552	. 0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
15 - 25	470	570	670	770	870	970
		Lane Cha	ange			
	BA to BA +15		\$590			
	BA + 15 to BA+28		\$690			
	BA+28 to BA+42/N	ЛA	\$690			
	BA+28/MA to MA-		\$690			
	MA+15 to MA+30	1 13	\$690			
			ΨΟΟ			

## APPENDIX C

## Madrid Community School District Supplemental Pay Schedule 2005/2006

BA	CE.	SA	1	۸	D.	v٠
$\mathbf{D}$	J.	J/A	ட	м		1.

24,825

Level I 11.5% of Base	Step	Salary
Head HS Football Coach	1	2,855
Head HS Basketball	2	2,955
Head HS Track Coach	3	3,055
Head HS Baseball Coach	4	3,155
Head HS Softball Coach	5	3,255
Head HS Volleyball 1-12 Vocal Director	6 7	3,355
5-12 Band Director	8	3,455 3,555
Head Cross Country Coach	9	3,655
•	10	3,755
	11	3,855
	12	3,955
	13	4,055
Level II 7.5% of Base		
Ass't HS Football Coach	1	1,862
Ass't HS Basketball Coach	2	1,912
Ass't HS Volleyball Coach	3	1,962
Ass't HS Track Coach	4	2,012
Ass't HS Baseball Coach	5	2,062
Ass't HS Softball Coach	6	2,112
Director HS Drama (2 Productions) Director 5-12 Summer Band (6 weeks)	7 8	2,162 2,212
HS Golf Coach	9	2,212
and don doubt	10	2,312
	11	2,362
	12	2,412
Level III 5.5% of Base		
Head JH Volleyball Coach	1	1,365
Head JH Football Coach	2	1,415
Head JH Basketball Coach	3	1,465
Head JH Track Coach	4	1,515
Ass't Speech/Drama Coach	5	1,565
	6 7	1,615
	8	1,665 1,715
	9	1,765
	10	1,815
	11	1,865
	12	1,915
Loyal IV 5% of Page		
Level IV 5% of Base HS Speech Coach	1	1,241
Yearbook	2	1,241
	3	1,341
	4	1,391
·	5	1,441
	6	1,491
	7	1,541
	8	1,591

Level V 4.5% of Base			
Ass't JH Coach	1	1,117	
HS Cheerleading Sponsor - Attend Ath Events	2	1,142	
• •	3	1,167	
	4	1,192	
	5	1,217	
	6	1,242	
	7	1,267	
	8	1,292	
Level VI			
HS FCCLA	475	525	575
HS Student Council	550	600	650
JH Student Council	225	250	275
SFA	175	200	252
JH Cheerleading Sponsor	325	350	375
TAG		250	
Elem. BAT (to be allocated by team)		500	
HS Girls Basketball Chaperone		300	
JH Basketball Chaperone		100	
Drill Team		100	
Junior Class Sponsor (4 sponsors @100 each)		400	
HS Color Guard Director (outside school time)		100	
HS Varsity Concession (per game worked)		10	
HS JV Concessions (per game worked)		5	
Scorekeeper (away & home games)		7.50	
Ticket Sellers/Takers	4	7.50	
Running Clock		7.50	
Supervision at Events		7.50	

#### **PLACEMENT**

- A. Any person assuming any of the above positions may transfer in at least three (3) years experience from a previous comparable position or is reassigned to a position once held.
- B. An assistant coach that moves into the head coaching position in the same sport shall be paid the closest higher amount in salary in the head coaching scale for that sport.
- C. All designated amount will be paid only if there is an established program. Programs may be dropped if participation is not adequate.